

IN THE CIRCUIT COURT OF JASPER COUNTY

MIDWEST UROLOGY CENTER, P.C.)

and)

ROGER SCHOENFELD, TRUSTEE)
OF THE ROGER H. SCHOENFELD)
REVOCABLE INTERVIVOS)
TRUST AGREEMENT)

Plaintiffs,)

vs.)

Case No. _____)

HARTFORD CASUALTY)
INSURANCE COMPANY,)
Serve: Director of Insurance)
Missouri Department of Insurance)
301 West High Street, Room 530)
Jefferson City, Missouri 65101)

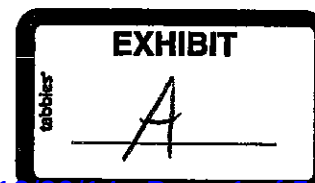
Defendant.)

PETITION FOR DAMAGES

COME NOW Plaintiffs, Midwest Urology Center, P.C. and Roger Schoenfeld, Trustee for The Revocable Trust of Roger Schoenfeld, by and through their attorneys of record, Barnum, Pennick & Barton, L.L.C., and for their causes of action against Defendant, state, allege and otherwise aver as follows:

GENERAL FACTS APPLICABLE TO ALL COUNTS

1. Plaintiff Midwest Urology Center, P.C. is a professional corporation doing business in the State of Missouri.
2. Plaintiff Roger Schoenfeld, Trustee of the Roger H. Schoenfeld Revocable Intervivos Trust Agreement, ("Plaintiff Trustee") is performing said duties in Jasper County, Missouri.



3. Defendant Hartford Casualty Insurance Company ("Defendant Hartford") is an insurance company doing business in good standing in Missouri, which can be served with process as referenced above with the Missouri Department of Insurance.

4. Jurisdiction and venue are proper in this court in that the damages which are subject to this litigation occurred in Jasper County, Missouri, and the amount in controversy exceeds Twenty-Five Thousand Dollars (\$25,000.00).

COUNT 1 – BREACH OF CASUALTY INSURANCE CONTRACT

COME NOW Plaintiffs, and hereby asserts the following cause of action against Defendant Hartford Casualty Insurance Company.

5. Plaintiffs hereby incorporate by reference each previously pled paragraph.

6. Plaintiff Midwest Urology Center, P.C., purchased an insurance policy through the Defendant Hartford for casualty insurance, which includes, but not limited to, the following: (a) Building and Business Personal Property Coverage; (b) Debris Removal; (c) Business Income; (d) Extra Expenses; (e) Accounts Receivable Coverage; (f) Personal Effects; (g) Outdoor Property; (h) Additional Blanket Coverage for Medical Office; and (i) Business Income from Dependant Properties. Said policy is attached hereto and incorporated by reference as Exhibit A.

7. Plaintiff Trustee is listed as an additional insured under said policy.

8. Defendant Hartford issued insurance policy number 84 SBA VK6501 to Plaintiffs as insureds.

9. On May 22, 2011, an F5 tornado caused massive and devastating damage to Joplin, Missouri.

10. Plaintiff Trustee's real estate, along with all contents/personal/business property owned by Plaintiff Midwest Urology Center, were destroyed by the tornado.
11. The policy Defendant Hartford issued to Plaintiffs was in full force and effect on the date of the tornado.
12. Plaintiffs were insured under the coverage of said policy.
13. Plaintiffs paid premiums for said coverage, and were thus entitled to the benefit from the insurance contract's protections.
14. All conditions precedent to the liability of Defendant Hartford under the insurance policy have been met.
15. Plaintiffs are legally owed additional benefits under their insurance policy for damages.
16. Defendant Hartford has paid a total of One Million Three Hundred Fifty Thousand Three Hundred Thirty Seven and 17/100 Dollars (\$1,350,337.77), but has failed and refused to pay additional money for claims made by Plaintiffs under the terms of the insurance policy.
17. On or about May 21, 2012, Plaintiffs sent Defendant Hartford a demand for settlement of their remaining claims under the insurance policy.
18. Defendant Hartford has breached its contract for insurance coverage with the Plaintiffs, and is legally liable for their damages in this lawsuit.
19. As a direct and proximate result of that breach, Plaintiffs have been damaged, in an exact amount unknown at this time, but in excess of One Million Dollars (\$1,000,000.00).

WHEREFORE, Plaintiffs pray for judgment against Defendant Hartford for all amounts owned to them under the contract for insurance between the parties, in an exact amount unknown at this time, for all their damages caused by Defendant Hartford's failure to pay the remaining uncompensated amounts, and for such other and further relief as this Court deems just and appropriate under the circumstances.

COUNT II – VEXATIOUS REFUSAL TO PAY CLAIM

COME NOW Plaintiffs, by and through their attorney of record, and for Count II of Plaintiffs' Petition for Damages against Defendant Hartford, hereby state, allege, and otherwise aver as follows:

20. Plaintiffs hereby incorporate by reference each and every previously pled paragraph as if pled herein in this Count II.

21. On or about May 21, 2012, Plaintiffs issued a formal demand under Plaintiffs' insurance policy that informed Defendant Hartford of their loss and additional amounts owed under the insurance policy.

22. Defendant Hartford has failed to make payment under and in accordance with the terms of the insurance contract it has with the Plaintiffs.

23. Defendant Hartford's refusal to pay for the loss incurred by the Plaintiffs due to the loss suffered on May 22, 2011, was without reasonable cause or excuse.

24. Pursuant to Mo. Rev. Stat. § 375.420, Plaintiffs are entitled to, in addition to all damages associated with Count II, twenty percent (20%) of the first \$1,500.00 of loss and ten percent (10%) for all losses greater than \$1,500.00, as well as Plaintiffs' attorneys fees.

25. As a direct and proximate result of Defendant Hartford's refusal, Plaintiff is entitled to additional damages in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

WHEREFORE, Plaintiffs pray for Judgment against Defendant Hartford in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) pursuant to Mo. Rev. Stat. § 375.420, and for such other and further relief this Court deems just and proper.

DEMAND FOR JURY TRIAL

26. Plaintiffs demand a jury trial of all counts of this Petition for Damages.

BARNUM, PENNICK & BARTON, LLC

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